

Council Meeting
December 18, 2012

Honorable Mayor and Members
of the Torrance City Council
City Hall
Torrance, California

Members of the Council:

SUBJECT: Community Services and General Services– Award a contract for Sea-Aire Golf Course Irrigation Replacement project.

Expenditure: \$ 220,446

RECOMMENDATION

Recommendation of the Community Services Director and General Services Director that City Council:

- 1) Award a contract to Bennett Landscape for \$ 200,406 with a 5% contingency of \$10,020 for the Sea-Aire Golf Course Irrigation Replacement project (B2012-42/FEAP #771); and,
- 2) Approve a 5% project management fee of \$ 10,020.

Funding Funding is available in FEAP 771- Sea-Aire Golf Course Irrigation Project.

BACKGROUND

The Sea Aire Golf Course is nine holes, par 27, pitch and putt course on 4.2 acres that was built in 1957. Approximately 35,000 rounds of golf are played on this course each year which generates approximately \$130,000 in revenue.

Sea Aire is currently irrigated by a hydraulic irrigation system that became obsolete due to its unreliability and constant need for maintenance. Two of eleven controller stations are non-operational and must be operated manually.

Due to the age of the system and on-going maintenance issues, on June 12, 2012 City Council approved a consulting agreement with Sweeney & Associates for \$24,390 to provide design services for a new irrigation system for Sea Aire Golf Course which includes the 9 hole golf course, sod farm, practice putting green, irrigation around the club house, maintenance shop and play area. The irrigation system was designed according to recycled water system standards for future use of reclaimed water.

On October 16, 2012, Council concurred with staff to reject all bids received for this project (B2012-35) due to receiving only one bid and the amount of the bid exceeding the project budget. Staff then worked with the consultant, Sweeney & Associates to revise the scope in order to bring it within budget.

ANALYSIS

Staff formally rebid the project (B2012-42), held a job walk on November 7, 2012 and opened bids on November 29th, 2012 and received the following bids.

Bidder	Base Bid	Bid Alternate	Total
Bennett Landscape South Bay Landscaping, Inc.	\$ 194,964.00	\$ 5,442.00	\$ 200,406.00
Marina Landscape	\$ 197,101.39	\$ 8,100.00	\$ 205,201.39
	\$ 238,300.00	\$ 12,500.00	\$ 250,800.00

The bid alternate includes installation of irrigation piping and valves for the landscape surrounding the parking lot which is currently watered manually.

Staff contacted references, reviewed bids and licenses and found Bennett Landscape's bid to be in order, therefore the Community Services Director and General Services Director recommend City Council award a contract to Bennett Landscape for \$200,406 with a 5% contingency for the Sea-Aire Golf Course Irrigation Replacement project (FEAP771).

Respectfully submitted,

JOHN JONES
Community Services Director


By Robert Carson
Parks Services Manager

CONCUR:


John Jones
Community Services Director


Sheryl Ballew
General Services Director


LeRoy J. Jackson
City Manager

Attachment A: Bennett Landscape Contract

PUBLIC WORKS AGREEMENT

This PUBLIC WORKS AGREEMENT ("Agreement") is made and entered into as of December 18, 2012, by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and BENNETT ENTERPRISES, A CALIFORNIA LANDSCAPE CONTRACTING CORPORATION DBA BENNETT LANDSCAPE ("CONTRACTOR").

RECITALS:

- A. CITY wishes to retain the services of an experienced and qualified CONTRACTOR to furnish all labor, materials, tools, equipment and incidentals in accordance with the plans and specifications prepared for the City of Torrance by Sweeney & Associates, Inc;
- B. In order to obtain the desired services, CITY has circulated a Notice Inviting Bids for Sea-Aire Golf Course Irrigation Replacement, Notice Inviting Bids No. **B2012-42** (the "NIB"); and
- C. CONTRACTOR has submitted a Bid (the "Bid") in response to the NIB. CONTRACTOR represents that it is qualified to perform those services requested in the Plans and Specifications. Based upon its review of all Bids submitted in response to the NIB, The CITY is willing to award the contract to CONTRACTOR.

AGREEMENT:

1. SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR will provide the services and install those materials listed in the Plans and Specifications, which are on file in the General Services Department. The NIB and the Plans and Specifications are made a part of this Agreement. A copy of the Bid is attached as Exhibit A.

2. TERM

Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect for one year from Effective Date.

3. COMPENSATION

A. CONTRACTOR's Fee.

For services rendered pursuant to this Agreement, CONTRACTOR will be paid in accordance with CONTRACTOR's Bid; provided, however, that in no event will the total amount of money paid the CONTRACTOR, for services initially contemplated by this Agreement, exceed the sum of \$ 200,406 unless otherwise first approved in writing by the CITY.

B. Schedule of Payment.

Provided that the CONTRACTOR is not in default under the terms of this Agreement, upon presentation of an invoice, CONTRACTOR will be paid monthly, within 30 days after the date of the monthly invoice.

4. TERMINATION OF AGREEMENT

A. Termination by CITY for Convenience.

1. CITY may, at any time, terminate the Agreement for CITY's convenience and without cause.
2. Upon receipt of written notice from CITY of such termination for CITY's convenience, CONTRACTOR will:
 - a. cease operations as directed by CITY in the notice;
 - b. take actions necessary, or that CITY may direct, for the protection and preservation of the work; and
 - c. except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
3. In case of such termination for CITY's convenience, CONTRACTOR will be entitled to receive payment for work executed; and costs incurred by reason of such termination, along with reasonable overhead and profit on the work not executed.

B. Termination for Cause.

1. If either party fails to perform any term, covenant or condition in this Agreement and that failure continues for 15 calendar days after the nondefaulting party gives the defaulting party written notice of the failure to perform, this Agreement may be terminated for cause; provided, however, that if during the notice period the defaulting party has promptly commenced and continues diligent efforts to remedy the default, the defaulting party will have such additional time as is reasonably necessary to remedy the default.
2. In the event this Agreement is terminated for cause by the default of the CONTRACTOR, the CITY may, at the expense of the CONTRACTOR and its surety, complete this Agreement or cause it to be completed. Any check or bond delivered to the CITY in connection with this Agreement, and the money payable thereon, will be forfeited to and remain the property of the CITY. All moneys due the CONTRACTOR under the terms of this Agreement will be retained by the CITY, but the retention will not release the CONTRACTOR and its surety from liability for the default. Under these circumstances, however, the CONTRACTOR and its surety will be credited with the amount of money retained, toward any amount by which the cost of completion exceeds the Agreement Sum and any amount authorized for extra services.

3. Termination for cause will not affect or terminate any of the rights of the CITY as against the CONTRACTOR or its surety then existing, or which may thereafter accrue because of the default; this provision is in addition to all other rights and remedies available to the CITY under law.

C. Termination for Breach of Law.

In the event the CONTRACTOR or any of its officers, directors, shareholders, employees, agents, subsidiaries or affiliates is convicted (i) of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of a contract or subcontract; (ii) under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a public consultant or contractor; (iii) under state or federal antitrust statutes arising out of the submission of bids or proposals; or (iv) of violation of Paragraph 19 of this Agreement; or for any other cause the CITY determines to be so serious and compelling as to affect CONTRACTOR's responsibility as a public consultant or contractor, including but not limited to, debarment by another governmental agency, then the CITY reserves the unilateral right to terminate this Agreement or to impose such other sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it deems proper. The CITY will not take action until CONTRACTOR has been given notice and an opportunity to present evidence in mitigation.

5. FORCE MAJEURE

If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance shall be excused for a period equal to the period of such cause for failure to perform.

6. RETENTION OF FUNDS

CONTRACTOR authorizes the CITY to deduct from any amount payable to CONTRACTOR (whether or not arising out of this Agreement) any amounts the payment of which may be in dispute or that are necessary to compensate the CITY for any losses, costs, liabilities, or damages suffered by the CITY, and all amounts for which the CITY may be liable to third parties, by reason of CONTRACTOR's negligent acts or omissions or willful misconduct in performing or failing to perform CONTRACTOR's obligations under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by CONTRACTOR, or any indebtedness exists that appears to be the basis for a claim of lien, the CITY may withhold from any payment due, without liability for interest because of the withholding, an amount sufficient to cover the claim. The failure of the CITY to exercise the right to

deduct or to withhold will not, however, affect the obligations of CONTRACTOR to insure, indemnify, and protect the CITY as elsewhere provided in this Agreement.

7. THE CITY'S REPRESENTATIVE

Mike Simoneau, Park Services Supervisor, is designated as the "City Representative," authorized to act in its behalf with respect to the work and services specified in this Agreement and to make all decisions in connection with this Agreement. Whenever approval, directions, or other actions are required by the CITY under this Agreement, those actions will be taken by the City Representative, unless otherwise stated. The City Manager has the right to designate another City Representative at any time, by providing notice to CONTRACTOR.

8. CONTRACTOR REPRESENTATIVE(S)

The following principal(s) of CONTRACTOR are designated as being the principal(s) and representative(s) of CONTRACTOR authorized to act in its behalf with respect to the work specified in this Agreement and make all decisions in connection with this Agreement:

Sean Bennett
Leslie Bennett

9. INDEPENDENT CONTRACTOR

The CONTRACTOR is, and at all times will remain as to the CITY, a wholly independent contractor. Neither the CITY nor any of its agents will have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees, except as otherwise set forth in this Agreement. The CONTRACTOR may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the CITY.

10. BUSINESS LICENSE

CONTRACTOR must obtain a City business license prior to the start of work under this Agreement, unless CONTRACTOR is qualified for an exemption.

11. OTHER LICENSES AND PERMITS

CONTRACTOR warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this Agreement.

12. FAMILIARITY WITH WORK

By executing this Agreement, CONTRACTOR warrants that CONTRACTOR (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, CONTRACTOR warrants that CONTRACTOR has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services set forth in this Agreement. Should CONTRACTOR discover any latent or unknown conditions that will

materially affect the performance of the services set forth in this Agreement, CONTRACTOR must immediately inform the CITY of that fact and may not proceed except at CONTRACTOR's risk until written instructions are received from CITY.

13. CARE OF WORK

CONTRACTOR must adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the work by the CITY, except those losses or damages as may be caused by CITY's own negligence.

14. CONTRACTOR'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS

Records of the CONTRACTOR's time pertaining to the project, and records of accounts between CITY and CONTRACTOR, will be kept on a generally recognized accounting basis. CONTRACTOR will also maintain all other records, including without limitation specifications, drawings, progress reports and the like, relating to the project. All records will be available to CITY during normal working hours. CONTRACTOR will maintain these records for three years after final payment.

15. INDEMNIFICATION

CONTRACTOR will indemnify, defend, and hold harmless CITY, the City Council, each member thereof, present and future, its officers, agents and employees from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of CONTRACTOR, its officers, employees, agents, subcontractors or vendors. It is further agreed, CONTRACTOR's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of CITY, the City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting solely from the negligence or willful misconduct of CITY, its officers, employees or agents. Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONTRACTOR and CITY, as to whether liability arises from the sole negligence of the CITY or its officers, employees, agents, subcontractors or vendors, CONTRACTOR will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating the CITY as solely negligent. CONTRACTOR will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

16. NON-LIABILITY OF THE CITY'S OFFICERS AND EMPLOYEES

No officer or employee of the CITY will be personally liable to CONTRACTOR, in the event of any default or breach by the CITY or for any amount that may become due to CONTRACTOR.

17. INSURANCE

- A. CONTRACTOR must maintain at its sole expense the following insurance, which will be full coverage not subject to self insurance provisions:
- (1) Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
 - (a) Primary Bodily Injury with limits of at least \$500,000 per person, \$1,000,000 per occurrence; and
 - (b) Primary Property Damage of at least \$250,000 per occurrence; or
 - (c) Combined single limits of \$1,000,000 per occurrence.
 - (2) General Liability including coverage for premises, products and completed operations, independent contractors, personal injury and contractual obligations with combined single limits of coverage of at least \$2,000,000 per occurrence.
 - (3) Workers' Compensation with limits as required by the State of California and Employers Liability with limits of at least \$1,000,000.
- B. The insurance provided by CONTRACTOR will be primary and non-contributory.
- C. The CITY of Torrance, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insureds under the automobile and general liability policies.
- D. CONTRACTOR must provide certificates of insurance and/or endorsements to the City Clerk of the City of Torrance before the commencement of work.
- E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to the CITY.
- F. CONTRACTOR must include all subcontractors as insured under its policies or must furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors will be subject to all of the requirements of this Paragraph 17.

18. SUFFICIENCY OF INSURERS

Insurance required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "B+" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk Manager of the CITY ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the CITY, the CONTRACTOR agrees that the minimum limits of any insurance policies and/or the performance bond required by this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager; provided that CONTRACTOR will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of the CITY within 10 days of receipt of notice from the Risk Manager.

19. CONFLICT OF INTEREST

- A. No officer or employee of the CITY may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that effects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.
- B. No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

20. NOTICE

- A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:
 - (1) Personal delivery. When personally delivered to the recipient: notice is effective on delivery.
 - (2) First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.
 - (3) Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.

- (4) Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.
- (5) Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

CONTRACTOR: Bennett Landscape
25889 Belle Porte Avenue
Harbor City, CA 90710

Fax: 310-534-3176

CITY: City Clerk
City of Torrance
3031 Torrance Boulevard
Torrance, CA 90509-2970
Fax: (310) 618-2931

- B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.
- C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

21. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING

This Agreement and all exhibits are binding on the heirs, successors, and assigns of the parties. The Agreement may not be assigned or subcontracted by either the CITY or CONTRACTOR without the prior written consent of the other.

22. INTEGRATION; AMENDMENT

This Agreement represents the entire understanding of the CITY and CONTRACTOR as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this Agreement. The Agreement may not be modified or altered except in writing signed by both parties.

23. INTERPRETATION

The terms of this Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply.

24. SEVERABILITY

If any part of this Agreement is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Agreement will remain in full force and effect.

25. TIME OF ESSENCE

Time is of the essence in the performance of this Agreement.

26. GOVERNING LAW; JURISDICTION

This Agreement will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the Agreement will be in Los Angeles County, California.

27. COMPLIANCE WITH STATUTES AND REGULATIONS

CONTRACTOR will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.

28. WAIVER OF BREACH

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Agreement.

29. ATTORNEY'S FEES

Except as provided for in Paragraph 15, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.

30. EXHIBITS

All exhibits identified in this Agreement are incorporated into the Agreement by this reference.

31. CONTRACTOR'S AUTHORITY TO EXECUTE

The persons executing this Agreement on behalf of the CONTRACTOR warrant that (i) the CONTRACTOR is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of the CONTRACTOR; (iii) by so executing this Agreement, the CONTRACTOR is formally bound to the provisions of this Agreement; and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the CONTRACTOR is bound.

CITY OF TORRANCE,
a municipal corporation

BENNETT ENTERPRISES, A CALIFORNIA
LANDSCAPE CONTRACTING CORPORATION
DBA BENNETT LANDSCAPE

Frank Scotto, Mayor

By: _____
Sean Bennett, President

ATTEST:

Sue Herbers, City Clerk

APPROVED AS TO FORM:
JOHN L. FELLOWS III
City Attorney

By: _____

Attachments: Exhibit A: Bid

EXHIBIT A

Bid

[To be attached]

BIDDER'S PROPOSAL

**BID FOR SEA-AIRE GOLF COURSE IRRIGATION REPLACEMENT
B2012-42**

In accordance with the Notice Inviting Bids pertaining to the receiving of sealed proposals by the City Clerk of the City of Torrance for the above titled improvement, the undersigned hereby proposes to furnish all work to be performed in accordance with the Plans, Specifications and Contract Documents, prepared by Sweeney & Associates as set forth in the following schedules.

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
A. PROJECT START UP					
1.	Mobilization		LS	Allow	2,000
2.	Construction Chain-link Fence		LS	Allow	1,000
3.	Construction Staking/Survey		LS	Allow	1,000
B. DEMOLITION					
1.	Remove and Cap-Off existing Heads/Valves and boxes		LS	Allow	1,000
2.	Remove existing pump/backflow and controller		LS	Allow	1,000
3.	Protect in-place during construction - greens		LS	Allow	500
4.	Miscellaneous Demolition/Removals		LS	Allow	500
C. IRRIGATION					
1	Furnish and install domestic water P.O.C. w/backflow assembly	1	EA	3,500	3,500
2	Furnish and install domestic water booster pump	1	EA	27,000	27,000
3	Furnish and install controller	2	EA	1,900	3,800
4	Pop-up sprinklers w/ MP Rotator Nozzles	173	EA	38	6,574
5	Pop-up rotors	321	EA	45	14,445
6	VALVE IN HEAD Rotors w/decoder	92	EA	500	46,000
7	Quick Coupler Valves	16	EA	170	2,720
8	Master Valves w/decoder	1	EA	680	680
9	Flow Sensors w/decoder	1	EA	800	800

10	Ball Valves	15	EA	780	11,700
11	Remote Control Valves w/decoder	26	EA	180	4,680
12	Class 315 mainline w/thrust blocks	4,610	LF	4.50	20,745
13	Lateral Lines	9,220	LF	3	27,660
14	Wire	4,610	LF	1	4,610
D. LANDSCAPE					
1.	Soil Preparation / Fine Grading -Seed and Topdress all trenches per Owners Specs	45,000	SF	0.25	11,250
E. MAINTENANCE					
1.	90 - Day Maintenance	180,000	SF	0.01	1,800

B2012- BID TOTAL: 194,964
(Figures*)

B2012- BID TOTAL: One Hundred Ninety Four Thousand Nine Hundred
Sixty Four Dollars
(Words)*

***BID MAY BE REJECTED IF TOTAL IS NOT SHOWN IN FIGURES AND WORDS.**

BID ALTERNATE					
1.	Install all irrigation for valves 119- 122		LS	Allow	5,442

B2012- BID ALTERNATE TOTAL: Five Thousand Four Hundred Forty Two Dollars
(Words*)

The City of Torrance awards to the lowest responsible bidder per the Torrance Municipal Code. Based on the funding available, the City reserves the right to select any combination of base bid and bid alternate(s) to determine the lowest responsible bidder for award.

The quantities provided are for bidding purposes. Field verification of is the responsibility of the contractor.

Bid Proposal (Continued) –B2012-42

The undersigned furthermore agrees to enter into and execute a contract, with necessary bonds, at the prices set forth herein and in case of default in executing such contract, with necessary bonds, the check or bond accompanying this bid and the money payable thereon shall be forfeited thereby to and remain the property of the City of Torrance.

The above prices include all work appurtenant to the various items as outlined in the specifications and all work or expense required for the satisfactory completion of said item.

The undersigned declares that it has carefully examined the Plans, Specifications, and Contract Documents, and has investigated the site of the work and is familiar with the conditions thereon.

Bennett Landscape Contractor Name
Sean Bennett Signer's Name and Title
 Date: 11/29/12 License No. & Classification C27-479003
 Address: 25889 Belle Porte Ave, Harbor City, CA 90710
 Phone: 310 534 3543 Fax: 310 534 3174

ACKNOWLEDGMENT OF ADDENDA RECEIVED

B2012-42

The Bidder shall acknowledge the receipt of addenda by placing an "X" by each addendum received.

Addendum No. 1 _____

Addendum No. 2 _____

Addendum No. 3 _____

Addendum No. 4 _____

Addendum No. 5 _____

Addendum No. 6 _____

Addendum No. 7 _____

Addendum No. 8 _____

If an addendum or addenda have been issued by the City and not noted above as being received by the Bidder, the Bid Proposal may be rejected.


Bidder's Signature


Date

STATE OF CALIFORNIA }
COUNTY OF Los Angeles }

CONTRACTOR'S AFFIDAVIT
B2012-42

Leslie A. Bennett, being first duly sworn,
deposes and says:

1. That he is the Secretary/Treasurer
Title
of Bennett Landscape
(Name of Partnership, Corporation, or Sole Proprietorship)

hereinafter called "Contractor," who has submitted to the City of Torrance a proposal for the BID FOR SEA-AIRE GOLF COURSE IRRIGATION REPLACEMENT, B2012-42

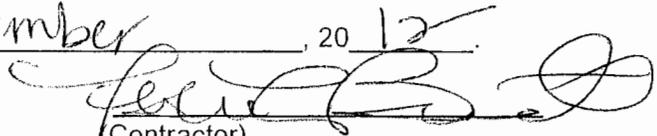
2. That said proposal is genuine; that the same is not sham; that all statement of facts therein are true;
3. That such proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not named or disclosed;
4. That the Contractor did not directly or indirectly induce, solicit or agree with any-one else to submit a false or sham bid, refrain from bidding, or withdraw the bid, to raise or fix the bid price of the Contractor or anyone else, or to raise or fix any overhead, profit or cost element of the Contractor's price or the price of anyone else; and did not attempt to induce action prejudicial to the interest of the City of Torrance or any other bidder, or anyone else interested in the proposed contract;
5. That the Contractor has not in any manner sought by collusion to secure for itself an advantage over any other bidder or to induce action prejudicial to the interests of the City of Torrance, or of any other bidder or of anyone else interested in the proposed contract;
6. That the Contractor has not accepted any bid from any subcontractor or materialman through any bid depository, the bylaws, rules or regulations of which prohibit or prevent the Contractor from considering any bid from any subcontractor or materialman, which is not processed through said bid depository, or which prevent any subcontractor or materialman from bidding to any contractor who does not use the facilities of or accept bids from or through such bid depository;

CONTRACTOR'S AFFIDAVIT (CONTINUED)

7. That the Contractor did not, directly or indirectly, submit the Contractor's bid price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of Individuals, except to the City of Torrance, or to any person or persons who have a partnership or other financial interest with said Contractor in its business.

Dated this 7 day of November, 2012.

Subscribed and Sworn to
before me this _____
of _____, 20_____



(Contractor)
Gen. MGR.
(Title)

Notary Public in and for said
County and State.
(Seal)

See attached jurat

CALIFORNIA JURAT

State of California

County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 7 day of November, 2013 by Leslie A. Benne tt

who proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



(Seal)

Sasha Sartini

Sasha Sartini – Notary Public

BID BOND

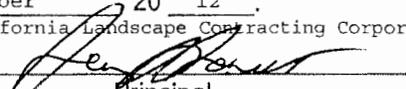
B2012-42

KNOW ALL MEN BY THESE PRESENTS: That we, Bennett Enterprises, A California Landscape Contracting Corporation dba Bennett Landscape

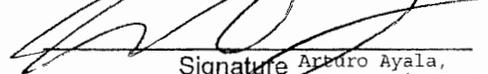
as principal, and SureTec Insurance Company
as sureties, are held and firmly bound unto the City of Torrance, State of California, in the penal sum of Ten Percent of Amount Bid dollars (\$ 10% of Bid), for the payment whereof we hereby bind ourselves, our successors, heirs, executors or administrators jointly and severally, firmly by these presents.

The condition of this obligation is such that, whereas the above bounded principal is about to file with and submit to the City of Torrance a bid or proposal for the performance of certain work as required in the City of Torrance, Project No. B2012-42, said work being: Sea-Aire Golf Course Irrigation Replacement, in compliance with the Specifications therefore under an invitation of said City contained in a notice or advertisement for bids or proposals; now if the bid or proposal of said principal shall be accepted and if said work be thereupon awarded to the principal by said City and if the said principal shall enter into a contract with the said City in accordance with said bid or proposal, or if the bid or proposal of the said principal is rejected, then this bond shall be void and of no effect and otherwise in full force and effect.

WITNESS our hands this 14th day of November 20 12 .
Bennett Enterprises, A California Landscape Contracting Corporation dba Bennett Landscape


Principal

SureTec Insurance Company
Surety/Attorney-in-Fact


Signature Arturo Ayala,
Attorney-in-Fact

Name: SureTec Insurance Company
Local Address: 3033 5th Avenue, Suite 300
San Diego, CA 92103
Phone No.: (800) 288-0351
Fax No.: (619) 400-4101

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Orange



On 11/14/12 before me, Andrew Waterbury, Notary Public,
Date Here Insert Name and Title of the Officer

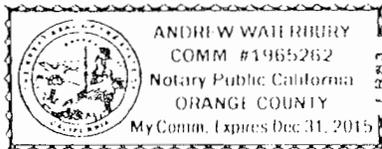
personally appeared Arturo Ayala
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public Andrew Waterbury



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Bid Bond

Document Date: 11/14/12 Number of Pages: One

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Arturo Ayala

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing:

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing:

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Arturo Ayala, Daniel Huckabay, Dwight Reilly

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 10/31/2013 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

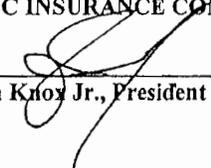
Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 3rd day of September, A.D. 2010.

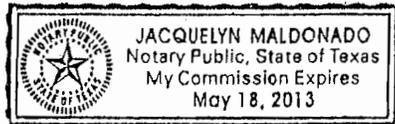
SURETEC INSURANCE COMPANY

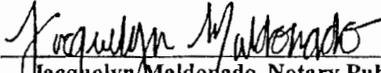
By: 
John Knox Jr., President



State of Texas ss:
County of Harris

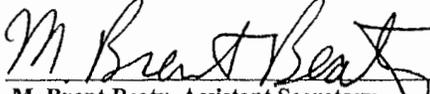
On this 3rd day of September, A.D. 2010 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.




Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2013

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 14th day of November, 2012, A.D.


M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

LIST OF SUBCONTRACTORS

The Bidder is required to fill in the following blanks in accordance with the provisions of the Subletting and Subcontracting Fair Practices Act (Chapter 2 of Division 5, Title 1 of the Government Code of the State of California) and should familiarize itself with Section 2-3 of the Standard Specifications.

1. Name Under Which Subcontractor is Licensed: None

Subcontractor's Address: _____

Specific Description of Sub-Contract: _____

License Number: _____ CA License Classification/Type: _____

2. Name Under Which Subcontractor is Licensed: _____

Subcontractor's Address: _____

Specific Description of Sub-Contract: _____

License Number: _____ CA License Classification/Type: _____

3. Name Under Which Subcontractor is Licensed: _____

Subcontractor's Address: _____

Specific Description of Sub-Contract: _____

License Number: _____ CA License Classification/Type: _____

4. Name Under Which Subcontractor is Licensed: _____

Subcontractor's Address: _____

Specific Description of Sub-Contract: _____

License Number: _____ CA License Classification/Type: _____

Subcontractors listed in accordance with the provisions of Section 2-3 must be properly licensed under the laws of the State of California for the type of work which they are to perform. Do not list alternate subcontractors for the same work.

REFERENCES

(List work similar in magnitude and degree of difficulty completed by Contractor within the past five (5) years.)

1. Name (Firm/Agency): Barnhart Balfour Beatty
 Address: 10620 Treena St, Ste 300, San Diego, CA 92131
 Contact Person: Jason Greenburg Telephone No.: 714 640 9750
 Title of Project: Fern Elementary School
 Project Location: 1314 Fern Avenue, Torrance, CA
 Date of Completion 11/2012 Contract Amount: \$ 125,000.00
2. Name (Firm/Agency): Barnhart Balfour Beatty
 Address: 10620 Treena St, Ste 300, San Diego, CA 92131
 Contact Person: Jason Greenburg Telephone No.: 714 640 9750
 Title of Project: Magruder MS Modernization
 Project Location: 4100 W 185th St, Torrance, CA
 Date of Completion 2/2012 Contract Amount: \$ 160,000.00
3. Name (Firm/Agency): California Joint Power Insurance Authority
 Address: 23241 Arroyo Vista, Santa Margarita, 92688
 Contact Person: Andy Lazzaretto Telephone No.: 818-438-4995
 Title of Project: Poppy Trail
 Project Location: 0 & 1 Poppy Trail, Rolling Hills 90274
 Date of Completion 6/2012 Contract Amount: \$ 161,000.00
4. Name (Firm/Agency): Bernards Builders
 Address: 555 1st St, San Fernando, CA 91340
 Contact Person: Min Zavarella Telephone No.: 818-898-1521
 Title of Project: USC - Olin Hall Structural Retrofit
 Project Location: 3434 S Grand Ave, Los Angeles 90089
 Date of Completion 7/2012 Contract Amount: \$ 80,000.00

Bidder's Information

The bidder must provide a detailed list of the trades and the description of the work they will perform with their own company for this project.

1. Irrigation - all irrigation as described in the scope

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

9. _____

10. _____

11. _____

12. _____

13. _____

14. _____

Contractor's License No.: 479003 Class: C27

Date first obtained: 4/15/85

Has License ever been suspended or revoked? NO

If yes, describe when and why _____

Any current claims against License or Bond? NO

If yes, describe claims: _____

Type of entity (check one)

Incorporated _____ Partnership _____ Sole Proprietorship

If incorporated, in what state California

Federal Tax ID Number # 33-0105672

Principals in Company (List all - attach additional sheets if necessary):

<u>NAME</u>	<u>TITLE</u>	<u>LICENSE NO.</u> (If Applicable)
<u>Sean Bennett</u>	<u>president</u>	
<u>Leslie Bennett</u>	<u>Secretary/Treasurer</u>	
_____	_____	_____